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NOTICE TO OFFERORS

This solicitation is being processed under a Partnership Agreement (PA) between the Department of Health and Human Services (HHS) and the Small Business Administration (SBA), under which the SBA has delegated to HHS, authority to enter into 8(a) contracts directly with eligible 8(a) firms. The PA implements innovative and effective methodology designed to streamline the acquisition process for awards under the 8(a) program. The National Heart, Lung, and Blood Institute (NHLBI), NIH is a designated pilot agency under the PA.

For any solicitation and subsequent award processed under the referenced PA, NHLBI will make the award directly to the 8(a) firm. SBA will not be a signatory to the award resulting from this solicitation. SBA will, however, retain responsibility for 8(a) certification, administer other eligibility related issues under the 8(a) program, and be available to 8(a) firms for counseling and assistance.

If you have any questions pertaining to this PA, please contact the Contracting Officer listed on the cover page of this solicitation.

HHS/SBA PA 1 (OCT 1998)

Servicing Small Business Administration Field Office

To facilitate communications, it is requested that the 8(a) participant submitting this offer/bid provide the following information regarding the firm's cognizant servicing Small Business Administration (SBA) office.

Servicing SBA Office	
Address	
Cognizant SBA Business Opportunity Specialist's Name	
Phone	

[Sample contract clauses follow below. For further guidance to fill out your proposal and/or to obtain variant clauses appropriate to your offer, see http://ocm.od.nih.gov/contracts/rfps/SAMPKT.HTM#B. This draft is based on an anticipated Cost-Plus-a-Fixed-Fee type, completion form, incrementally funded research contract. Proposals for other contract types and forms should be altered accordingly to use the appropriate clauses and language. RFP provisions and instructions may be found at: http://ocm.od.nih.gov/contracts/rfps/MAINPAGE.HTM.]

SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The purpose of this acquisition is to provide for ongoing and future information and management requirements encompassing a broad spectrum of activities ranging from highly technical data acquisition and analysis to standard office automation and word processing. The utilization of contractor staff will provide comprehensive application development support to the entire Institute including both the Extramural and Intramural Programs. The contractor will provide the expertise required to analyze, design, program, implement, modify, and enhance NHLBI information systems and provide training in their use.

The maintenance and enhancement of ongoing NHLBI-wide information systems must be continued and new systems are planned to meet the increasing requirements for research grants and contracts, administrative, and scientific information. These systems will utilize a combination of mainframe, microcomputer, client/server, Web, and network hardware and software technologies. These requirements make it necessary to procure additional resources from a qualified contractor. Acquisition of additional hardware and software may be needed for completion of some systems, but such acquisition would be discussed with NHLBI during contract performance as needs arise. The contractor will provide professional assistance in applications and systems development utilizing current software techniques and technology.

ARTICLE B.2. ESTIMATED COST AND FIXED FEE

f.

the Contractor.

a.	The estimated cost of this contract is \$
b.	The fixed fee for this contract is \$ The fixed fee shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract. Payment of fixed fee shall not be made in less than monthly increments.
c.	The Government's obligation, represented by the sum of the estimated cost plus fixed fee, is \$
d.	Total funds currently available for payment and allotted to this contract are \$
e.	It is estimated that the amount currently allotted will cover performance of the contract through June 29, 2003.

The Contracting Officer may allot additional funds to the contract without the concurrence of

g. Future increments to be allotted to this contract are estimated as follows:

Period	Estimated Cost	Fixed Fee	 Γotal
6/30/2003 - 6/29/2004			\$ 0.00
6/30/2004 - 6/29/2005			\$ 0.00
6/30/2005 - 6/29/2006			\$ 0.00
6/30/2006 - 6/29/2007			\$ 0.00
Total:	\$ 0.00	\$ 0.00	\$ 0.00

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

Items Unallowable Unless Otherwise Provided

Notwithstanding the clause, ALLOWABLE COST AND PAYMENT, incorporated in this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Special rearrangement or alteration of facilities;
- (3) Purchase or lease of **any** item of general purpose office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
- (4) Travel to attend general scientific meetings;
- (5) Patient care costs;
- (6) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more and a life expectancy of more than two years) and "sensitive items" (defined and listed in the *Contractor's Guide for Control of Government Property*, 1990), regardless of acquisition value.

b. Travel Costs

Domestic Travel

- (a) Total expenditures for domestic travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract shall not exceed \$______ without the prior written approval of the Contracting Officer.
- (b) The Contractor shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Other provisions of this contract notwithstanding, approval of the following items within the limits set forth is hereby granted without further authorization from the Contracting Officer.

a. [Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurring the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article as agreed upon by both parties during negotiations.]

SECTION C—DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

a. Independently, and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work, SECTION J, ATTACHMENT 1, attached hereto and made a part of this contract.

[The Statement of Work in SECTION J, Attachment 1 shall be incorporated herein and considered a part of the Statement of Work.]

ARTICLE C.2. REPORTING REQUIREMENTS

a. Technical Reports

In addition to those reports required by the other terms of this contract, the Contractor shall prepare and submit the following reports in the manner stated below and in accordance with ARTICLE F.1. DELIVERIES of this contract:

There are no technical reports required by this contract. As indicated in the Statement of Work, SECTION J, ATTACHMENT 1, project personnel shall provide regular oral updates to the Project Officer of the status of systems in progress and problems as they occur in existing systems so that NHLBI staff can be advised of temporary outages. In addition, prior to inception of work on new systems (or major redesign of systems in process), appropriate contractor staff shall prepare written analyses and plans for the Project Officer's approval. Documentation of completed systems shall be prepared and delivered in accordance with the Rights in Data clauses incorporated in SECTION I below.

SECTION D—PACKAGING, MARKING, AND SHIPPING

The Contractor shall guarantee that all required materials shall be delivered in immediately usable and acceptable condition.

SECTION E—INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this ARTICLE the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:

National Institutes of Health National Heart, Lung, and Blood Institute Rockledge Bldg (RKL2), Room 6110 6701 ROCKLEDGE DR MSC 7902 BETHESDA MD 20892-7902

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause 52.246-9, INSPECTION OF RESEARCH AND DEVELOPMENT—(SHORT FORM) (APRIL 1984).

SECTION F—DELIVERIES OR PERFORMANCE

ARTICLE F.1. DELIVERIES

Satisfactory performance of this contract shall be deemed to occur upon performance of the statement of work as set forth in ARTICLE C.1. and delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule.

The items specified below as described in SECTION C, ARTICLE C.2. shall be delivered f.o.b. destination as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APRIL 84) and in accordance with and by the date(s) specified below [and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of this contract]:

Item Description

Quantity Delivery Schedule

There are no deliverables applicable to this ARTICLE.

Deliverables shall be sent to the following addresses:

Address

Item No./Report Quantity

There are no deliveries subject to this ARTICLE, as all documentation will be performed on site.

ARTICLE F.2. STOP WORK ORDER

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE: 52.242-15, STOP WORK ORDER (AUGUST 1989) with ALTERNATE I (APRIL 1984).

SECTION G—CONTRACT ADMINISTRATION DATA

ARTICLE G.1. PROJECT OFFICER

The following Project Officer will represent the Government for the purpose of this contract:

[To be named]

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor of any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

[The Contracting Officer hereby designates the Project Officer as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result of this contract.]

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in this contract, the following individuals are considered to be essential to the work being performed hereunder:

NAME

TITLE

[To be named] Program Manager (and others as deemed appropriate)

ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST

Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts NIH(RC)-1 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing requests must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

An original and two copies to the following designated billing office:

Robert A. Julia Contracting Officer Contracts Operations Branch National Heart, Lung, and Blood Institute, NIH Rockledge Building (RKL2), Room 6110 6701 ROCKLEDGE DR MSC 7902 BETHESDA MD 20892-7902

Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 435-0340.

ARTICLE G.4. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), <u>Allowable Cost and Payment</u> incorporated by reference in this contract in PART II, SECTION I, the cognizant Contracting Officer responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Chief, Division of Financial Advisory Services Office of Acquisition Management and Policy National Institutes of Health 6100 EXECUTIVE BLVD RM 6B05 MSC7540 BETHESDA MD 20892-7540

[Additional guidance on indirect costs is available from the Division of Financial Advisory Services, Office of Acquisition Management and Policy at http://ocm.od.nih.gov/dfas/idcsubmission.htm.]

Telephone: (301) 496-6466

ARTICLE G.5. GOVERNMENT PROPERTY

In addition to the requirements of the clause, GOVERNMENT PROPERTY, incorporated in SECTION I of this contract, the Contractor shall comply with the provisions of DHHS Publication, *Contractor's Guide for Control of Government Property* (1990), which is incorporated into this contract by reference. Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations and inventory and reporting requirements under the contract. A copy of this publication is available upon request to the Contract Property Administrator.

Requests for information regarding property under this contract should be directed to the following office:

Contracts Property Administrator Division of Personal Property Services, NIH 6011 Building, Suite 637 6011 EXECUTIVE BLVD MSC 7670 BETHESDA MD 20892-7670

ARTICLE G.6. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, one interim evaluation will be performed.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: http://ocm.od.nih.gov/cdmp/cps contractor.htm

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SECTION H—SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. REIMBURSEMENT OF COSTS FOR INDEPENDENT RESEARCH AND DEVELOPMENT PROJECTS

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and

grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized procedures for stimulating and supporting this independent research by selecting from multitudes of applications those research projects most worthy of support within the constraints of its appropriations. The reimbursement through the indirect cost mechanism of independent research and development costs not incidental to product improvement would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all organizations may compete for direct funding of independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant office for review. Since these projects may be submitted for direct funding, the Contractor agrees that no costs for any independent research and development project, including all applicable indirect costs, will be claimed under this contract.

ARTICLE H.2. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.3. PRIVACY ACT

This procurement action requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 USC 552a) and applicable agency regulations. Violations of the Act may involve the imposition of criminal penalties. This document is incorporated into this contract as Attachment 3.

The Privacy Act System of Records applicable to this project is Number 09-25-0200, Federal Register Vol. 62, No. 66 (04/07/1997). Also applicable are Privacy Act System of Records Number 09-90-0018, Personnel Records in Operating Offices, HHS/OS/ASPER, and Privacy Act System of Records Number 09-37-0002, PHS Commissioned Corps General Personnel Records, HHS/OASH/OSG.

ARTICLE H.4. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

a. Pursuant to Public Law(s) cited in paragraph b., below, NIH is prohibited from using appropriated funds to support human embryo research. Contract funds may not be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.208(a)(2) and SECTION 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.. If this is a multi-year contract, it may be subject to unilateral modifications by the Government to incorporate future DHHS appropriation acts.

Additionally, in accordance with a March 4, 1997 Presidential Memorandum, Federal funds may not be used for cloning of human beings.

b. Public Law Fiscal Year Period

P.L. 106-554, §510 2001 10/01/2000 - 09/30/2001

ARTICLE H.5. NEEDLE EXCHANGE

a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug. If this is a multi-year contract, it may be subject to unilateral modifications by the Government to incorporate future DHHS appropriation acts.

b. Public Law Fiscal Year Period

106-554, §505 2001 10/01/2000 - 09/30/2001

ARTICLE H.6. SALARY RATE LIMITATION LEGISLATION PROVISIONS

a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year covered. Direct salary is exclusive of overhead, fringe benefits and general and administrative expenses. The per year salary rate limit also applies to individuals proposed under subcontracts. If this is a multi-year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future DHHS appropriation acts.

b. Public Law Fiscal Year Dollar Amount of Salary Limitation

106-554 2001 Executive Level I

c. Effective January 1, 2001 for contract expenditures using FY2001 funds, the Executive Level I rate is increased to \$161,200 and will remain at that level until such time as it is determined to raise the Executive Schedule annual rates. See the following web site for Executive Schedule rates of pay: FY2001 EXECUTIVE LEVEL SALARIES: http://www.opm.gov/oca/01-tables/execses/html/01execsc.htm.

ARTICLE H.7. INFORMATION TECHNOLOGY SYSTEMS SECURITY SPECIFICATIONS

- a. The Contractor agrees to comply with the Information Technology system security and/or privacy specifications set forth in the Statement of Work, the Computer Security Act of 1987, Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems," and the DHHS Automated Information Systems Security Program Handbook (Release 2.0, dated May 1994). The Contractor further agrees to include this provision in any subcontract awarded pursuant to this prime contract.
- b. OMB A-130 is accessible via web site: http://csrc.ncsl.nist.gov/secplcy/a130app3.txt. The DHHS Automated Information Systems Security Program Handbook is accessible via web site: http://www.oirm.nih.gov/policy/aissp.html

ARTICLE H.8. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L.105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access

Board") in 36 CFR Part 1194. The complete text of Section 508 Final Standards can be accessed at http://www.access-board.gov/news/508-final.htm.

ARTICLE H.9. EPA ENERGY STAR REQUIREMENTS

In compliance with Executive Order 12845 (requiring Agencies to purchase energy efficient computer equipment) all microcomputers, including personal computers, monitors, and printers that are deliverables under the procurement or are purchased by the contractor using Government funds in performance of a contract shall be equipped with or meet the energy efficient low-power standby feature as defined by the EPA Energy Star program unless the equipment always meets EPA Energy Star efficiency levels. The microcomputer, as configured with all components, must be Energy Star compliant.

This low-power feature must already be activated when the computer equipment is delivered to the agency and be of equivalent functionality of similar power managed models. If the equipment will be used on a local area network, the vendor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode.

ARTICLE H.10. PUBLICATION AND PUBLICITY

The contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

This project has been funded in whole or in part with Federal funds from the
National Heart, Lung, and Blood Institute, National Institutes of Health, under
Contract No. N01-HO-2

ARTICLE H.11. PRESS RELEASES

a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. If this is a multi-year contract, it may be subject to unilateral modifications by the Government to incorporate future DHHS appropriation acts.

b.	Public Law	Fiscal Year	Period
	P.L. 106-554, §507	2001	10/01/2000 - 09/30/2001

ARTICLE H.12. REPORTING MATTERS INVOLVING FRAUD, WASTE, AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is 1-800-HHS-TIPS (1-800-447-8477). All telephone calls will be handled confidentially. The e-mail address is <a href="https://doi.org/10.2007/https://doi.

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
PO BOX 23489
WASHINGTON DC 20026

ARTICLE H.13. YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause:

YEAR 2000 COMPLIANCE—SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY: The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

ARTICLE H.14. ANTI -LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself. If this is a multi-year contract, it may be subject to unilateral modifications by the Government to incorporate future DHHS appropriation acts.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature. If this is a multi-year contract, it may be subject to unilateral modifications by the Government to incorporate future DHHS appropriation acts.

c.	Public Law and Section no.:	Fiscal Year	Period
	for a., above: P.L. 106-554, §503(a)	2001	10/01/2000 - 09/30/2001
	for b., above: P.L. 106-554, §503(b)	2001	10/01/2000 - 09/30/2001

PART II—CONTRACT CLAUSES

SECTION I—CONTRACT CLAUSES

ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT—CLAUSES INCORPORATED BY REFERENCE (APRIL 1984)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available [FAR 52.252-2 (JUNE 1988)]. Also, the full text of a clause may be accessed electronically at this address: http://www.arnet.gov/far/.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE		
52.202-1 May 200		Definitions		
52.203-3	Apr 1984	Gratuities (Over \$100,000)		
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)		
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)		
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)		
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)		
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)		
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)		
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)		
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)		
52.215-2	Jun 1999	Audit and Records—Negotiation (Over \$100,000), Alternate II (Apr 1998)		
52.215-8	Oct 1997	Order of Precedence—Uniform Contract Format		
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data		
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)		
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)		
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions		
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions		
52.215-19	Oct 1997	Notification of Ownership Changes		
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications		
52.216-7	Mar 2000	Allowable Cost and Payment (Paragraph (a) is modified to delete the words "Subpart 31.2" and to add the words "Subpart 31.3")		
52.216-8	Mar 1997	Fixed Fee		
52.219-8	Oct 2000	Utilization of Small Business Concerns (Over \$100,000)		
52.219-9	Oct 2000	Small Business Subcontracting Plan (Over \$500,000)		
52.219-16	Jan 1999	Liquidated Damages—Subcontracting Plan (Over \$500,000)		
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)		

FAR CLAUSE NO.	DATE	TITLE		
52.222-3 Aug 1996		Convict Labor		
52.222-26	Feb 1999	Equal Opportunity		
52.222-35	Apr 1998	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era		
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities		
52.222-37	Jan 1999	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era		
52.223-6	May 2001	Drug-Free Workplace		
52.223-14	Oct 2000	Toxic Chemical Release Reporting		
52.225-1	Feb 2000	Buy American Act—Balance of Payments Program—Supplies		
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases		
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)		
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)		
52.227-11	Jun 1997	Patent Rights—Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.		
52.227-14	Jun 1987	Rights in Data—General, Alternate IV (Jun 1987)		
52.232-9	Apr 1984	Limitation on Withholding of Payments		
52.232-17	Jun 1996	Interest (Over \$100,000)		
52.232-20	Apr 1984	Limitation of Cost		
52.232-23	Jan 1986	Assignment of Claims		
52.232-25	May 2001	Prompt Payment		
52.232-34	May 1999	Payment by Electronic Funds Transfer—Other Than Central Contractor Registration		
52.233-1	Dec 1998	Disputes		
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)		
52.242-1	Apr 1984	Notice of Intent to Disallow Costs		
52.242-3	May 2001	Penalties for Unallowable Costs (Over \$500,000)		
52.242-4	Jan 1997	Certification of Final Indirect Costs		
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)		
52.243-2	Aug 1987	Changes—Cost Reimbursement, Alternate V (Apr 1984)		
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings		
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)		

FAR CLAUSE NO.	DATE	TITLE
52.245-5	Jan 1986	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract), Alternate I (Jul 1985)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-6	Sep 1996	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

	HHSAR		
_	CLAUSE NO.	DATE	TITLE
	352.202-1	Jan 2001	Definitions—Alternate I (Apr 1984)
	352.228-7	Dec 1991	Insurance—Liability to Third Persons
	352.232-9	Apr 1984	Withholding of Contract Payments
	352.233-70	Apr 1984	Litigation and Claims
	352.242-71	Apr 1984	Final Decisions on Audit Findings
	352.270-5	Apr 1984	Key Personnel
	352.270-6	Jul 1991	Publication and Publicity
	352.270-7	Jan 2001	Paperwork Reduction Act

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES:

[Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations. It is expected that the following clause(s) will be made part of the resultant contract:]

ARTICLE I.1. of this SECTION is hereby modified as follows:

FAR Clause 52.249-14, EXCUSABLE DELAYS (APRIL 1984) is deleted and HHSAR Clause 352.249-14, EXCUSABLE DELAYS (APRIL 1984) is substituted therefor.

FAR Clause 52.219-9, SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (Oct 2000), and FAR Clause 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (Jan 1999) are deleted in their entirety.

ALTERNATE I (APRIL 1984), of FAR Clause 52.227-3, PATENT INDEMNITY (APRIL 1984) is added.

FAR Clause 52.232-20, LIMITATION OF COST (APRIL 1984), is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (APRIL 1984), is substituted therefor.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

[Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:]

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

- a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES
 - 1. FAR 52.215-17, Waiver of Facilities Capital Cost of Money (OCTOBER 1997) [If waived by Offeror].
 - 2. FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JANUARY 1999).
 - "(c) Waiver of evaluation preference.....
 - Offeror elects to waive the evaluation preference."
 - 3. FAR 52.219-14, Limitations on Subcontracting (DECEMBER 1996).
 - 4. FAR 52.223-5, Pollution Prevention and Right-to-Know Information (APRIL 1998).
 - 5. FAR 52.224-1, Privacy Act Notification (APRIL 1984).
 - 6. FAR 52.224-2, Privacy Act (APRIL 1984).
 - 7. FAR 52.225-19, European Union Sanction for Services (JANUARY 1996).
 - 8. FAR 52.227-14, Rights in Data—General (JUNE 1987).
 - 9. Alternate I (JUNE 1987), FAR 52.227-14, Rights in Data—General (JUNE 1987).
 - 10. Alternate III (JUNE 1987), FAR 52.227-14, Rights in Data—General (JUNE 1987). Additions to, or limitations on, the restricted rights set forth in the Restricted Rights Notice of subparagraph (g)(3) of the clause are expressly stated as follows: To be identified in writing when and if identified.
 - 11. FAR 52.227-16, Additional Data Requirements (JUNE 1987).
 - 12. FAR 52.227-17, Rights in Data—Special Works (JUNE 1987).
 - 13. FAR 52.227-19, Commercial Computer Software—Restricted Rights (JUNE 1987).
 - 14. FAR 52.237-2, Protection of Government Buildings, Equipment and Vegetation (APRIL 1984).
 - 15. FAR 52.237-3, Continuity of Services (JANUARY 1991).
 - 16. FAR 52.239-1, Privacy or Security Safeguards (AUGUST 1996).
 - 17. FAR 52.242-3, Penalties for Unallowable Costs (OCTOBER 1995).
 - 18. FAR 52.245-1, Property Records (APRIL 1984).
 - 19. FAR 52.245-19, Government Property Furnished "As Is." (APRIL 1984).
 - 20. FAR 52.251-1, Government Supply Sources (APRIL 1984).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS/PUBLIC HEALTH SERVICE ACQUISITION REGULATIONS (HHSAR) (PHSAR) (48 CFR CHAPTER 3) CLAUSES:

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

HHSAR 352.270-1, Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (JANUARY 2001).

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clause(s) are attached and made a part of this contract:

NIH(RC)-7, Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16).

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

[Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:]

- a. FAR Clause 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2001)
 - (a) **Definitions**. As used in this clause—

Commercial item has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The following clauses shall be flowed down to subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

ARTICLE I.5. SMALL BUSINESS ADMINISTRATION—8(a) PROGRAM

This contract has been awarded in accordance with the program established in Section 8(a) of the Small Business Act (15 U.S.C. 637(a)) and the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Health and Human Services (HHS) effective September 27, 2000. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

- a. FAR Clause 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 1999) with ALTERNATE FOR ACQUISITIONS UNDER FAR 19.800 (Deviation) (HHS/SBA PA September 27, 2000)
 - (a) Offers are solicited only from small business concerns expressly certified by the Small business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—
 - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
 - (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
 - (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.)

(d) Agreement.

- (1) A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
- (2) The [INSERT THE NAME OF SBA's CONTRACTOR] will notify the NHLBI Contracting Officer in writing immediately upon entering an agreement (either oral or

written) to transfer all or part of its stock or other ownership interest to any other party.

- b. FAR Clause 52.219-70XX, SECTION 8(a) DIRECT AWARD (HHS/SBA PA-SEPTEMBER 27, 2000)
 - (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Health and Human Services. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be completed by time of Award]

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
 - (1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637 (a)(21), transfer of ownership or controls shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
 - (2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

ARTICLE I.6. SERVICE CONTRACT ACT

This contact is subject to the Service Contract Act of 1965, as amended. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

- a. FAR Clause 52.222-41, SERVICE CONTRACT ACT OF 1965, as amended (MAY 1989).
- b. FAR Clause 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Fringe Benefit
Computer Data Librarian	
Computer Operator I	
Computer Operator II	
Computer Operator III	
Computer Operator IV	
Computer Operator V	
Computer Programmer I	
Computer Programmer II	
Computer Programmer III	
Computer Programmer IV	
Computer Systems Analyst I	
Computer Systems Analyst II	
Computer Systems Analyst III	
Peripheral Equipment Operator	

c.	FAR Clause 52.222-47, SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AN	D
	FRINGE BENEFITS (MAY 1989)	

' If an SCA wage determ	nination is not	incorporated herein, t	the bidders/offerors shall
consider the economic term	s of the collect	tive bargaining agreer	nent (CBA), between the
ncumbent Contractor	and	(union)"	

PART III

SECTION J—LIST OF ATTACHMENTS

The following documents are attached and incorporated in this contract:

- 1. Statement of Work dated July 26, 2001, 11 pages.
- 2. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1 (5/97), by reference to http://ocm.od.nih.gov/contracts/pdfs/rc1.pdf.
- Privacy Act System of Records Number 09-25-0200, Federal Register Vol. 62, No. 66 (04/07/1997), by reference to http://www.niaid.nih.gov/contract/privacy.pdf.
- 4. Procurement of Certain Equipment, NIH(RC)-7, http://ocm.od.nih.gov/contracts/rfps/nihrc7.htm.

PART IV

SECTION K—REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

1. REPRESENTATIONS AND CERTIFICATIONS

[The Representations and Certifications required by this particular acquisition can be accessed electronically from the INTERNET at the following address: http://rcb.nci.nih.gov/forms/rcneg.pdf

[If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

[THE REPRESENTATIONS AND CERTIFICATIONS MUST BE COMPLETED, SIGNED, AND SUBMITTED AS PART OF YOUR BUSINESS PROPOSAL.]

SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This section of the RFP consists of the following sections: I. Project Description, II. Specific RFP Instructions and Provisions and II. General Instructions and Provisions

I. PROJECT DESCRIPTION

The National Heart, Lung, and Blood Institute (NHLBI), National Institutes of Health (NIH), provides leadership for national programs in diseases of the heart, blood vessels, lungs, and blood, and in the uses of blood and management of blood resources. Through its intramural and extramural programs, the NHLBI conducts and supports an integrated research program that includes basic research, clinical trials, demonstration and education projects, and epidemiologic studies that relate to the causes, diagnosis, treatment, and prevention of heart, blood vessel, lung, blood, and sleep diseases and disorders. The program also includes studies of the clinical uses of blood and all aspects of the management of blood resources. In addition, the NHLBI supports research training of new investigators and the career development of established researchers in both basic and clinical research. The diseases within the purview of the NHLBI continue to impose a heavy burden on the health and economy of the American people.

In order to continue progress against the diseases and health problems within its purview, the Institute considers it essential to maintain a balanced research program with many dimensions and one that utilizes all of the mechanisms available to it. For this reason, the NHLBI supports fundamental research studies using the latest techniques of cell biology; clinical research and population based studies; health and behavior research; research on devices and instrumentation; and clinical trials of proposed or unproven treatment modalities. In addition, the Institute manages major education programs aimed at promoting health, preventing disease, and assuring the prompt transfer of validated information to the public and health care personnel.

The Intramural Research Program plans, conducts, and directs basic laboratory and clinical research in heart, blood vessel, and lung diseases, certain blood diseases such as sickle cell anemia and hemophilia, and development of technology related to cardiovascular, pulmonary, and hematologic disorders. It maintains communication with other programs of the Institute to facilitate early practical application of basic research findings. Areas of major interest include: the biology of experimental and clinical arteriosclerosis and its manifestations; the pathophysiology of hypertensive vascular disease; functions of the lung; clinical and experimental studies on physiologic and pharmacologic aspects of heart, blood, and lung diseases; and a broad program of basic research and technical developments.

Institute staff of both the extramural and intramural programs are heavily dependent on computer and information technology to manage NHLBI programs. This dependency encompasses a broad spectrum of activities ranging from highly technical data acquisition and analysis to standard office automation and word processing. Integrating this broad spectrum of activities into efficient and effective information systems is essential to the continued success of the Institute's programs. To fully utilize information technology, each professional and support staff member has a microcomputer which is connected to the NHLBI and NIH networks with Internet access.

Ongoing and future information and management requirements can only be met by obtaining the required resources from qualified contractors. The utilization of contractor staff will provide comprehensive application development support to the entire Institute including both the Extramural and

Intramural Programs. This solicitation is to acquire these services from a qualified contractor. The contractor will provide the expertise required to analyze, design, program, implement, modify, and enhance NHLBI information systems and provide training in their use.

The new contract will be awarded for a five year period. This will provide for the acquisition of resources to maintain and enhance the on-going systems and to support new projects that are planned. The proposed contract is estimated to require 22 systems analyst/programmers (40,480 person-hours) per year over a five year contract period.

The IT resources to be obtained will provide the following:

Applications Development:

- analyze, evaluate, design, develop, test, and implement new microcomputer, client/server, and Web systems through collaboration with NHLBI Intramural and Extramural staff;
- modify and enhance existing systems and applications to meet new requirements and technology improvements;
- provide program maintenance, modernization, and technical support as required.

Database Administration:

- review, develop, and implement database security;
- implement and review database standards including naming conventions, documentation standards, and maintenance procedures for backup, recovery, and periodic purges;
- monitor application and database performance and take corrective action in the event that performance degrades to an unacceptable level;
- install and maintain Database Management Systems (DBMS) software and databases and create and maintain scripts, links, indexes, triggers, and stored procedures.

The increased volume of Institute tracking and reporting requirements has made information systems an integral part of the Institute's daily operation, thus making the above functions vital. The specific projects that will be supported are detailed in Attachment 1.

II. SPECIFIC RFP INSTRUCTIONS AND PROVISIONS

The following specific RFP instructions and provisions apply to this Request For Proposal:

- A. Proposal Intent Response Sheet (submit prior to proposal submission—by January 7, 2002)
- B. Packaging and Delivery of Proposal

A. PROPOSAL INTENT RESPONSE SHEET

RFP No. NHLBI-HO-02-10

TITLE OF RFP: Systems and Applications Development Program (S/ADP)

If you intend to submit a proposal, please FURNISH THE INFORMATION REQUESTED BELOW AND RETURN THIS PAGE BY **January 7, 2002.** YOUR EXPRESSION OF INTENT IS NOT BINDING BUT WILL ASSIST US IN PLANNING FOR PROPOSAL EVALUATION.

COMPAN	Y/INSTIT	UTION	NAME:
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ADDRESS:

PROJECT DIRECTOR'S NAME:

TITLE:

TELEPHONE NUMBER:

NAMES OF COLLABORATING INSTITUTIONS AND INVESTIGATORS (include Subcontractors and Consultants):

RETURN TO:

Review Branch NIH, NHLBI Attention: Dr. Jeffrey H

Attention: Dr. Jeffrey H. Hurst 6701 ROCKLEDGE DR MSC 7924 BETHESDA MD 20892-7924

laddladaddaaddladdaadddalllaaddlal

FAX (301) 480-3541

B. PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in the "Standard RFP Instructions and Provisions." Shipment and marking shall be as follows:

EXTERNAL PACKAGE MARKING

In addition to the address cited below, mark each package as follows:

"RFP NO. NHLBI-HO-02-10

TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

The numbers of copies required of each part of your proposal are: TECHNICAL PROPOSAL: ORIGINAL* AND Twenty-five (25) COPIES BUSINESS PROPOSAL: ORIGINAL* AND Six (6) COPIES

DELIVER PROPOSAL TO:

Review Branch, Division of Extramural Affairs National Heart, Lung, and Blood Institute, NIH Rockledge Building, Room 7091 6701 ROCKLEDGE DR MSC 7924 BETHESDA MD 20892-7924

*THE ORIGINAL PROPOSAL MUST BE READILY ACCESSIBLE FOR DATE STAMPING. IN ADDITION, EVERY SEPARATELY BOUND VOLUME MUST CONTAIN THE ORGANIZATION'S NAME, ADDRESS, AND RFP NUMBER

III. GENERAL INSTRUCTIONS AND PROVISIONS

1. GENERAL INFORMATION

- a. INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (May 2001)]
- (a) Definitions. As used in this provision—
 - "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.
 - "In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
 - "Proposal modification" is a change made to a proposal before the solicitation's closing date and time or made in response to an amendment, or made to correct a mistake at any time before award.
 - "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
 - "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last

- day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show—
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - (3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

- (9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror). [Note: In accordance with HHSAR 352.215-1, the following paragraph (e) is substituted for the subparagraph (e) of the provision at FAR 52.215-1.]
- (e) Restriction on disclosure and use of data. (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to

- requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).
- (2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:

Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation.

- (3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.
- (g) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
 - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
 - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
 - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
 - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

b. NOTICE OF 8(a) COMPETITIVE SET-ASIDE

Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program. Bids or proposals received from others will be considered non-responsive.

c. NAICS CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See SECTION K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 514210.
- (2) The small business size standard is \$18,000,000.
- (3) The National Buy Number is 7700-02-200822.

d. TYPE OF CONTRACT AND NUMBER OF AWARDS

It is anticipated that ONE AWARD will be made from this solicitation and that the award will be made on/about June 30, 2002.

It is anticipated that the award from this solicitation will be a multiple-year cost reimbursement type completion form contract with a term of five years and that incremental funding will be used [see Business Proposal Instructions, paragraph 2.c. below].

e. ESTIMATE OF EFFORT

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 22 FTE/Yr. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

	ruii 11	uii Time Equivalents (FIE)			
Labor Category		Per Yr	Total		
Program Manager		1 FTE	5 FTE		
Sr. Systems Analyst		9 FTE	45 FTE		
Sr. Programmer		4 FTE	20 FTE		
Client/Server and Web Communications		1 FTE	5 FTE		
and Operations Specialist*					
Programmer		7 FTE	35 FTE		
T	otal:	22 FTE	110 FTE		

*Essential functions of this position:

- Install, configure, and maintain hardware and software for database, file, and web servers
- Analyze and correct problems associated with client/server, Internet, and Intranet communications
- Perform system backup and recovery functions
- Manage and install software applications and development tools

f. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

g. COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

h. RELEASE OF INFORMATION

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

i. COMPARATIVE IMPORTANCE OF PROPOSALS

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors is specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

j. PREPARATION COSTS

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

k. SERVICE OF PROTEST (AUGUST 1996) FAR 52.233-2

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Robert A. Julia, Contracting Officer National Institutes of Health National Heart, Lung, and Blood Institute Contracts Operations Branch Rockledge 2, Room 6110 6701 ROCKLEDGE DR MSC 7902 BETHESDA MD 20892-7902

1. AVAILABILITY OF THE "FEDERAL ADP AND TELECOMMUNICATIONS STANDARDS INDEX."

Copies of the "Federal ADP and Telecommunications Standards Index" can be purchased from the U.S. Government Printing Office, Superintendent of Documents, Washington DC 20402.

m. GOVERNMENT FURNISHED FACILITIES AND EQUIPMENT

The contractor will be given the use of office space in the Rockledge 2 Building at 6701 Rockledge Drive, Bethesda, Maryland and certain other locations as necessary for individual projects. Fully furnished office space including desks, lighting, telephones, and computer hardware and software will be made available by the Government for on-site contractor staff. Funds are included in the Government's estimate for purchase of hardware and software that may be needed to complete systems. These funds are estimated using experience under the current contract. However, proposals should not include any estimate for equipment and software purchases unless their need is currently known; rather, it is anticipated that authorization for such purchases will be provided at such later time as the need for such purchases is determined. Title to all property purchased by the contractor shall vest in the Government upon delivery at the worksite.

2. INSTRUCTIONS TO OFFERORS

The instructions set forth below are provided by URL links to "Streamlined RFP" instructions which are considered a part of this solicitation, including the required forms and formats. (Note that in some cases, versions of forms that can be filled out on screen may be available at http://forms.cit.nih.gov/ListPDF.html.) In the event of a conflict between the instructions written in this document and the Streamlined RFP instructions on the Web, the former take precedence. In the event of conflict between the general and special instructions on the Web, the latter take precedence.

a. GENERAL INSTRUCTIONS

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions. Note that the Instruc-

tions to Offerors (Items A through F at the link below) are superseded by SECTION II part 1. above. http://ocm.od.nih.gov/contracts/rfps/inststd.htm#Instructions—General

b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks. See instructions at:

http://ocm.od.nih.gov/contracts/rfps/inststd.htm#Instructions—Technical

TECHNICAL PROPOSAL TABLE OF CONTENTS

Please number each page of text. Type density and size must be 10-12 points. If constant spacing is used, there should be no more than 15 cpi, whereas proportional spacing should provide an average of no more than 15 cpi. There must be no more than six lines of text within a vertical inch.

The technical proposal should be organized as follows:

1.	TECHNICAL PROPOSAL COVER SHEET (Form is located in the Streamlined RFP References under "FORMS, FORMATS, ATTACHMENTS") Page 1			
2.	TEC	CHNI	CAL PROPOSAL TABLE OF CONTENTS Page 2	
desc	e the cribe page	propo the res in pr	Page 3 sal's broad, long-term objectives and specific aims. Briefly and concisely search design and methods for achieving these goals. DO NOT EXCEED oviding the abstract. Identify the RFP Number, Institution and Principal at the abstract.	
4.	TECHNICAL APPROACH (no more than 50 PAGES single-spaced) Refer to Technical Proposal Instructions located in the Standard RFP Instructions and Provisions under Streamlined RFP References for more detail.			
	A. PERSONNEL			
		(1)	List of all Personnel in the project including Subcontractors, Consultants/Collaborators, by name, title, department and organization	
			PROVIDE NARRATIVE FOR:	
		(2)	Principal Investigator/Project Director Page #	
		(3)	Other Investigators	
		(4)	Additional Personnel	

	B.	. WORK STATEMENT			
		(1)	Objectives	Page #	
		(2)	Approach	Page #	
		(3)	Methods	Page #	
		(4)	Schedule	Page #	
	C.	FAC	CILITIES, EQUIPMENT, AND OTHER RESOURCES	Page #	
			/describe all facilities, equipment and other resources available project.	for	
	D.		HER CONSIDERATIONS	Page #	
5.	OTHER SUPPORT Page				
		pers	onnel must be listed on this form. The form is located in the Street Preferences under "FORMS, FORMATS, & ATTACHMENTS."	amlined	
6.	TEC	CHNI	CAL PROPOSAL COST INFORMATION	Page #	
			located in the Streamlined RFP References under s, FORMATS, & ATTACHMENTS.")		
7.	LITERATURE CITED Page			Page #	
8.	APPENDICES Page #				
	App	endix	mber of appendices shall not exceed 100 pages single-spaced. Let and identify the number of pages for each one. Appendices must le, and easily located. Include biosketches here.		

PAGE LIMITS

The offerors shall limit their responses to 125 pages. The technical approach must be limited to 50 pages. The other portions of the proposal, including related experience, personnel, etc., must be limited to 75 pages.

The cover sheet; table of contents; abstract; facilities, equipment and other resources; other support; and literature cited are NOT "technical approach" and do not count against the 50 page limit. Consequently, the "technical approach" comprises item 4 of the "TECHNICAL PROPOSAL TABLE OF CONTENTS," exclusive of all subheadings except item A., Personnel. Note, however, that resumés or c.v.s or other documentation of individuals' capabilities should be provided in the appendices.

c. BUSINESS PROPOSAL INSTRUCTIONS

See: http://ocm.od.nih.gov/contracts/rfps/inststd.htm#Instructions—Business

Note: The "pre-formatted cost proposal spreadsheet" referenced and linked therein should be used and should be provided to the Contracting Officer on disk or CD or by email. Click for the pre-formatted <u>cost proposal spreadsheet</u>. [Note: This is an Excel spreadsheet that will work with other spreadsheet software.] This solicitation is expected to require submission of certi-

fied cost or pricing data. If desired, subcontractor pricing proposals may be provided separately to the Contracting Officer.

SECTION M—EVALUATION FACTORS FOR AWARD

1. GENERAL

During proposal evaluation, paramount consideration will be given to the evaluation of technical proposals, but not to the exclusion of cost considerations. In the event that the technical evaluation reveals that two or more offerors are approximately equal in technical ability and differences in past performance are insignificant or non-existent, then the estimated cost of performance may become paramount. The Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

Listed below are the technical evaluation criteria which will be used by the technical evaluation committee when reviewing the technical proposals.

Proposals submitted in response to this RFP will be reviewed by (1) a primary technical review group composed primarily of Government computer scientists and users and (2) a secondary review group composed of members of the NHLBI professional staff.

The factors to be evaluated are as follows:

No. Criterion Points

- 1. Major Techical capabilities of staff—Knowledge, expertise, and experience of all proposed staff in developing and maintaining the following IT systems, with particular reference to the Research Grant, Research Contract, Administrative, and Division of Intramural Research Systems (Note: The technical proposal must provide verifiable documentation of specific experience for each proposed staff person):
 - A. Major client/server, network, and Web based systems as defined in the Statement of Work utilizing the following skills and technologies (maximum of 30 out of 40 points):
 - Demonstrated experience for system requirements, design and analysis skills
 - Strong oral and written communication and presentation skills
 - Delphi (Version 5.0 or later, Client/Server application development)
 - SQL (Database applications)
 - Microsoft Visual Basic for Applications (MS Word and Excel automations)
 - ASP, JSP, HTML, Java Servlet (web application development)
 - Java (Client/Server, Web applications)
 - C and C++ (Client/Server application development)
 - Microsoft Access (data conversion and application migration)
 - Microsoft SQL Server (Version 7.0 or later)
 - Oracle RDBMS (Version 8.x or later)
 - ODBC API (Version 2.0 or later)
 - B. Other client/server, network, and Web based supporting software and/or technology (maximum of 10 out of 40 points):

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- Microsoft Windows 2000 Professional, Windows 98, Windows NT, and Windows 2000 Server
- Microsoft IIS Server (Version 4.x or later)
- MacroMedia JRun (Version 3.0 or later)
- StarTeam Server (source code version control)
- Network Protocols (TCP/IP, HTTP)
- 2. Manager Capabilities—Ten+ years of software development and management experience with a degree in Computer Science or related fields. Experience in managing large scale software development efforts with multiple projects running simultaneously. Quality of expertise, experience, and time commitment of proposed project manager to analyze, design, program, test, implement, maintain, integrate, and document IT Systems and to ensure usability by end users, with particular reference to the Research Grant, Research Contract, Administrative, and Division of Intramural Research Systems as listed in the Statement of Work. (Note: The technical proposal must provide verifiable documentation of specific experience for each proposed staff person.)
- 3. **Planning**—Quality of plans, approaches, and procedures for accomplishing the tasks listed in the Statement of Work, including organization and deployment of staff adequate to provide quality control, integration with related systems, and cross-training and backup by staff for each system.
- 4. Experience with Research Grants, Contracts, and Clinical and Research Data:
 - Knowledge of NIH Research Grants and Contracts data management and financial
 - Experience with implementing applications that interface with the IMPAC II IMPP and IRDB databases.
 - Expertise and experience with collecting and analyzing NIH Intramural protocol management, financial management, and clinical and research data.
- 5. **Corporate Performance**—The performance of the offeror during the last two years with work 10 comparable to the Statement of Work. The offeror must describe why the work is considered comparable and must document its claims of performance.

Total: 100

Revision no. 2, July 26, 2001

Statement of Work

Independently and not as an agent of the government, the contractor shall develop, maintain, and enhance the NHLBI mainframe, microcomputer, client/server, and World Wide Web (WWW) applications and systems. All systems and applications that are developed and implemented must meet Year 2000 government standards. Mainframe, microcomputer, client/server, and World Wide Web (WWW) applications and systems to be maintained and enhanced under this contract include:

I. Recently Developed Applications with Planned Enhancements

A. SIRIUS

Sirius is a Windows client/server application developed by NTM Consulting Inc. using Windows FoxPro. It is designed for institutions that house animals for research. Sirius supports activities such as protocol management, training, animal census, cost tracking, and animal requisitions being performed in a centralized location. This system was deployed at NHLBI in June 2001.

NHLBI is using Sirius as a central repository for data collected via other systems. An interface that automatically extracts data from the following applications has been designed and built.

- IASP (protocol and personnel information)
- CAPS (small animal requisitions)
- AMIS (animal census for 5 Research Court (5RC))

Planned enhancements include:

Currently, data extracted from these systems are loaded into Sirius using a Sirius front end. This is a manual process. This process will be enhanced in the future to allow a backend interface, which will automatically read the data extracted from various systems and load them into Sirius in batch.

A similar data extraction and load process needs to be developed for VRP billing and ROIMS (supply inventory for 5RC).

B. Internet Animal Study Protocol (IASP)

The Internet Animal Study Proposal System is a web application that provides NHLBI scientists, veterinarians, Animal Care and Use Committee (ACUC) members, and other staff the ability for researching, creating, and managing ACUC compliant Animal Study Proposals at NHLBI. Security measures limit user's access to only the protocols they created. The IASP system currently has almost 100 registered users that can access the system from any computer with an Internet connection and a web browser. IASP data is stored on NHLBI production database server which runs Microsoft SQL Server 7.0.

The IASP Admin web site provides administrative users with tools to track protocol reviews, renewals and amendments.

Plans to enhance the application to provide additional functionality are as follows:

1. Migrate the functionality contained in the EASP.exe admin module (user access configuration and protocol promotion) to the IASP Admin web site.

- 2. Add a module to IASP Admin that will allow administrative users to close a protocol before its expiration date.
- 3. Add a personnel module to the IASP Admin site that will allow administrative users to add/modify demographic and training information for researchers and co-investigators.
- 4. Create a lookup List Maintenance module in the IASP Admin site.
- 5. Customize and maintain the IASP web software for use by NINDS, and possibly other Institutes.

C. Animal Management Information System (AMIS)

The Animal Management Information System is a re-engineering of the old Animal Information System (AIS). It is a Windows client/server database management system which tracks and updates clinical research data for animals.

The system manages information regarding an individual or a group of animals by location, clinical events/procedures, and research. It reports holding days information by protocol and any additional weanlings to Sirius. It allows the user to enter and view demographic data for each animal and to open all clinical events related to the animal. Included in AMIS is a comprehensive ad-hoc query function.

AMIS is written in Delphi 5 with a MS SQL 7.0 database as a backend. It is widely used by researchers, scientists, veterinarians, laboratory technicians, animal care staff, and administrators at 5RC.

Planned enhancements include:

- 1. *AMIS Maintenance*: As a new system, AMIS will require a maintenance effort to correct any problems that are discovered by the user.
- 2. Radiology & Serology Modules: AMIS will be augmented to include radiology and serology modules. These will track all radiology and serology tests that are performed on an animal and capture and report the results of these tests.
- 3. Daily Status: AMIS will be enhanced to provide a daily status module that will enable the user to record daily care and maintenance activities related to the housing of the animals. Unscheduled activities related to the care of animals will also be supported by this module. These include the user identifying animal that are found injured or ill, capturing the results of the examination of these animals and tracking the various clinical events that are prescribed for the care of the injured or sick animal.
- 4. *Treatment:* AMIS will provide a treatment/meds screen to administer tests and care and a final diagnosis screen.
- 5. *Primate Transfer Form:* AMIS will provide a summary of significant events during the primate's stay at 5RC. These would include: the number of irradiations, if any; any genetically modified cells, what type given; list surgeries; etc. This information is needed when a primate is moved to another facility.
- 6. Lab Result Tracking: AMIS will track lab results for all lab work done on an animal import lab results (serology, virology, parasitology, necropsy, etc.) into a form in AMIS and notify of any anomalies.

- 7. *Modification to the Primate Research Physical:* AMIS will track Cell Infusions to track virus, cell numbers, cell lines, total cell infusion, and co-investigator.
- 8. *Modification to the Primate Routine Physical:* AMIS will track Dental Care to Monkeys identifying dental problems and treatments.

D. Initiative Tracking System (ITS)

The Initiative Tracking system is a Windows client/server application developed using Borland JBuilder 4. It tracks an initiative from concept through funding. The system allows users to enter definition, budget, and tracking information for an initiative. Searches can be conducted by fiscal year, division, NIH#, and title. There is a Gantt chart module that imports the tracking data and produces a graphical representation of the status of the initiatives. This system was placed in production late in 2000. An email notification module checks the tracking data and sends emails according to pre-defined rules that determine when a notification is required.

Planned enhancements include:

- 1. Modify the Directors Gantt Chart to handle future milestone dates.
- 2. Give the users a simple method to view the data that affects how the initiative is presented on the Directors Gantt Chart.
- 3. Simplify the tracking screens.
- 4. Create the capability to export search results into spreadsheet.
- 5. Implement email notifications upon any change in the Director Decision for an initiative.

E. CRISP Unified Program Information Database (CUPID)

The CUPID System is a Web application currently being developed by Altum, Inc. Its purpose is to allow the Budget Office and Office of Science and Technology (OST) to generate reports related to NHLBI scientific research areas based on CRISP terms. CUPID will replace the existing mainframe system that provides the same functionality.

Besides the CRISP reports, the application also provides the ability to run predefined and ad-hoc queries, which can be run individually or in batch mode. Results from the query can be exported to Excel for further processing.

Planned enhancements and maintenance:

Once the system is delivered, NHLBI will be responsible for Software Acceptance Testing, deployment, and training. Following deployment, NHLBI will be responsible for routine database maintenance, data updates, user information updates, troubleshooting, and implementing minor enhancements and/or bug fixes as necessary.

F. Populations Study Database (PSDB)

The objective of the Population Studies application is to collect and publish information related to Epidemiology Studies and Clinical Trials sponsored by NHLBI.

The Windows client/server version of the application is available to NHLBI program staff only. It allows users to update and review the design and objective of the study, recruitment status, awards information, and bibliographic information. It is written in Delphi 5 with a Microsoft SQL Server 7.0 backend database.

Data collected from PSDB are sent to National Library of Medicine (NLM) for publication on a biweekly basis.

The web version of the PSDB allows the general public to search NHLBI sponsored Epidemiology Studies and Clinical Trials by disease areas, age group, and recruitment status. This web site is accessible by anyone, as it has no security restriction.

This web site runs on Microsoft IIS 5.0 and consists of a combination of ASP pages and JavaScript files.

G. Transgenic Animal Models

This is a read-only web application that allows the public to search NHLBI Transgenic Animal Model studies by gene type and disease area. The list of studies is collected and maintained by OST. Data on the web site is updated on a quarterly basis.

The Transgenic Animal Models web system is written using HTML, ASP, and JavaScript and runs on Microsoft IIS 5.0.

H. Grants Worksheet Conversion

The NIH Grant community has been using the Lotus spreadsheets, which were previously developed and supported in Lotus. Since many Institutes have switched to the Microsoft Excel platform, there is a need to convert these spreadsheets from Lotus to Excel.

This is an NIH wide effort and NHLBI will work jointly with NIH Office of the Director to accomplish this task. The end product will be deployed to the NIH Grants community. These spreadsheets contain complex business logic and will require significant effort to convert.

I. Scientific Areas Definition and Reporting System (SADR)

NHLBI has 200 to 300 scientific areas defined based on CRISP terms. Each year NHLBI reports on how many grants have been awarded and how much has been spent in these research areas. This process involves OST, budget office, and the Divisions to work collaboratively. The new system will be designed to facilitate this business process.

The system will provide the following functionality:

- Allow Divisions to roll forward grants that have a prior year record associated with a particular science area.
- Identify new grants that qualify for a particular science area.
- Allow Divisions to add, delete grants or modify emphasis code for a particular area.
- Allow the Budget office to make modification at the area level.
- Ability to run detail and summary reports for these Scientific Areas

J. e-Log

The e-Log client/server application provides a tool for the NHLBI Grants Operations Branch (GOB) to track and manage workflow. It has the following main functionalities:

• *Monitor Workflow:* The system has built in business logic to default weight assignment to grants by mechanism. It allows team leaders to overwrite the default assignment if necessary. It

generates a Workload Progress Report by specialists and teams. This report helps the branch to distribute workload and analyze trends.

- Facilitate Non-Competing renew process: The system provides the ability to log in non-competing applications at the file room, and allows program staff to update progress report. It provides email notification for late awards and generates late notification letters based on dates.
- *Reports:* The system generates competing, non-competing, and progress reports. These reports can be run for a specialist, team, or for the whole branch.

e-Log is written in Delphi 5.0 with a SQL Server 7.0 backend database and stores more than 8,000 records per year. The application has two primary targets: NHLBI program and GOB staff. Together, these two groups have approximately 100 users.

Enhancement:

This system has been adapted by Grants Management Branch at Fogerty International Center. Plans are to upgrade the system to a web-based application to allow for easy deployment and control by other Institutes/Centers (ICs) at NIH. To accommodate requirements from different ICs, the system needs to be more modular.

II. Ongoing Applications with Planned Enhancements

A. Tracking and Budgeting System (TABS)

The NHLBI Tracking and Budget System (TABS) is a Windows client/server application that contains NHLBI grants and contracts data. The system is widely utilized by more than 200 users among a wide spectrum of the NHLBI extramural community for querying, updating, reporting, and quality assurance.

TABS has a number of predefined query options for retrieving information. In addition, it allows users to create, save, and retrieve customized queries. TABS downloads the core grant data from IMPAC II on a daily basis and retrieves Summary Statements, Abstracts, Notice of Grant Award, and detailed CAN information directly from IMPAC II as needed. The application enables users to print Summary Statements and Rosters in batch and also allows users to do key word search against IMPAC II Summary Statements and Abstracts. Controlled updates to Program Class and Program Official assignments individually or in batch are key system capabilities. These changes are sent to IMPAC II nightly via the IMPAC II Application Program Interface (API). One of the latest features is the ability to query against CRISP terms and keywords.

The TABS database is stored on a Microsoft SQL Server (7.0). TABS has grants from 1991 and contacts since the 1970s. TABS database has approximately 100,000 records.

Planned enhancements include:

- 1. *Handle PDF file format:* Currently, the Summary Statements, Abstracts, and Notices of Grant Award are stored in IMPAC II in plain text format. In TABS, these documents are extracted at run time against IMPAC II database. IMPAC II is working on storing these documents in PDF format. The TABS interface for retrieving, displaying, and saving these texts will be modified based on the new architecture.
- 2. *Query on history data:* TABS will provide ability to query against history data as well as the current data. This means a grant may have multiple versions in TABS with different statuses.

This is necessary since historic reports have to report based on the information at the time when the FY was closed.

- 3. *Query sub-project data:* Currently, TABS queries do not retrieve information on sub-projects for grants or contracts. This process will be modified to enable queries against sub-projects.
- 4. *IMPAC II Rosters:* Currently, the Roster text displayed in TABS is being extracted from Mainframe. Provisions will be made to display the roster information in IMPAC II.

B. PC Budget System

The PC Budget System is a Windows client/server application written in Delphi 5 with Microsoft SQL server as back end. It allows the Budget Specialists to plan and manage NHLBI extramural budgets for grants and contracts. The system has built-in complex business logic to facilitate this process. Budget Application is utilized by Budget Analysts to process grant information over a period of 12 Budget Cycles within a fiscal year.

The application provides several features like importing new grant records from TABS, refreshing the dollar information utilizing IMPAC II data, creating Budget Categories to group grants, importing budget information from GOB spreadsheets, updating the Budget Table information, etc.

The application also generates the Formatted List and the Budget Table Reports, which are distributed to the Division Directors. Budget Analysts can utilize the system to create new grant records known as "Created Records." The system also allows data to be frozen at the end of every budget cycle.

Planned Enhancements include:

Spreadsheet import routine: The system allows users to import Lotus spreadsheet data directly from GOB. This process dramatically reduces the staff effort of retyping the information and hence eliminates error in the process. The proposed conversion of the Lotus spreadsheets to Excel format will require changes to the import routine.

C. Financial and Administration Rate Web Application

The Financial and Administration Rate (FAR) Application was developed by NHLBI for NIH OD, OER. It is used by the NIH grants management community to view NIH created or DHHS published Financial and Administration Rate agreements. FAR is a web-based application that utilizes Active Server Pages. Users can retrieve rate information by performing a search on either EIN or organization name.

Planned enhancements include consolidation of the two search methods (DHHS and NIH) and redesigning the administrative portion to simplify managing the rate files.

D. Electronic Council Book System (ECB)

The NHLBI Electronic Council Book (ECB) is a Web-based application, which uses IIS 4.0 Web Server, running under Windows 2000 connected to a SQL Server 7.0 database. The ECB allows Council members and NHLBI staff to review a broad variety of information relating to business before the NHLBI Advisory Council, including Council Reviewers and Assignments, RFAs, Initiatives, Summary Statements, Rosters, Program Plans, Program Budgets, Merit Nominations, Merit Extensions, Council Meeting Agenda, etc. Since its initial deployment in October 1996, this system has played a vital role for NHLBI staff in preparing for Council meetings.

Currently no major enhancements are planned for the Electronic Council Book system, however, because of varying business requirements; a substantial amount of effort in system maintenance and customization is required for each of the four yearly Council Meeting cycles.

E. PreCouncil System

The PreCouncil system is a Windows client/server application, programmed in Delphi with data stored in a SQL Server 7.0 database. The system is used by the NHLBI Review Branch to gather necessary information for NHLBI Advisory Council meetings. The PreCouncil system offers the following features:

- Assign grants to a review category
- Assign reviewers/conflicts at a review category level or an individual grant level.
- Generate Master Reviewers and Conflicts List.
- Add, delete or modify review categories.
- Generate reports for each review category.
- Prepare Program Plans and Program Budgets.
- Designate special grants that belong to a different council and make the data available in the current council.

Possible enhancements to the system include importing initiative data from the NHLBI Initiative Tracking System.

F. Clinical Study Population System (CSPS)

The NHLBI Clinical Study Population System (CSPS) is a Windows client/server application that tracks the inclusion of women and minorities in clinical studies to ensure compliance with NIH policy that women and minority issues are being addressed in clinical research. CSPS is written in Delphi 5 and is routinely used by NHLBI program staff and OST.

CSPS provides for the data entry of target and enrollment populations by gender and ethnicity for clinical studies involving human subjects. The data are stored in a Microsoft SQL Server database. Data are tracked for extramural grants and contracts. CSPS generates Population Composition Forms for competing and non-competing grants, which become part of the grant portfolio, to demonstrate that the study population is compliant with policy.

In addition, CSPS allows tracking data by subproject for Program Projects and SCORs (P01, P50, and P60 activity codes). CSPS also provides tracking for single and multi-center clinical trials and epidemiological studies.

Planned enhancements include:

- 1. CSPS has been in production since 1995. Some part of the daily process still downloads data from mainframe. The entire backend process needs to be redesigned to obtain data from PC TABS and IMPAC II.
- 2. Another major change is due to policy changes at the DHHS level. Starting in October 2001 (FY 2002), it is anticipated that the DHHS population tracking requirements will include a different form and breakout for recording subject counts. In the old form, Hispanic subjects are recorded the same as the other racial/ethnic categories. The proposed new format breaks out Hispanics

and total by other racial/ethnic categories. This will require significant changes to the screen layouts and database structure.

G. Contract Management System (CMS)

The CMS system is a client/server Windows system. It enables the Contracts Operations Branch (COB) to administer and award research and development and station support contracts. CMS is written in Delphi 4 with a Microsoft SQL server 7.0 as a backend database.

Planned Enhancement include:

An NIH wide decision was made to use the DHHS' Departmental Contract Information System (DCIS) to track and report contract data. COB personnel enter awarded contract data directly into DCIS. Since DCIS does not capture NHLBI level data, COB continues to enter data in CMS. DCIS is being modified to accept NIH data and once this is complete and available, plans are to modify CMS to capture only identifying and NHLBI level data.

H. Patient Care System (PCS)

The Patient Care System provides data retrieval and update functions for patient demographics, initial visits, and lab test results data. It was originally designed for the Hematology Branch but has been modified to accommodate the needs of the Pulmonary Branch as well. The system is now in production in both branches. It is a Windows client/server application developed in Delphi 5 with a Microsoft SQL server backend database.

It allows the user to define protocols and associate patients with protocols, and also provides users with the ability to define clinical test and associate the test to a category. The defined test will show up in appropriate category automatically for collecting patient results data. All test results are stamped with a date, time, and milestone. PCS provides the flexibility to capture the test result either as numeric data, text, or a value from a predefined list. It restricts user access based on protocol.

Plans for enhancement include the following:

- 1. Ability to print flow sheet and other canned reports.
- 2. Assign a universal patient number (UPN) to each patient and allow users to search and report using this number instead of the NIH number.
- 3. Group tests by panel by using colored backgrounds.
- 4. Create ad hoc queries for the user to manipulate how the data is presented for their own needs.
- 5. Provide a method to track the patients' re-assign process when the protocol is amended or modified.

I. Laboratory of Developmental Biology Research Database

This research project involves the screening of mouse embryos with ultrasound imaging technologies. The objective is to understand the molecular mechanisms that regulate heart development. The research will involve the collection of thousands of images in .tif format and identifying the images that are of interest for further research. Measurements taken from these images will be used to determine baselines so that abnormalities can be identified.

The system will provide a reliable data warehousing solution for the collection of the images and related data associated with each image. The system capabilities include:

- · Allow data to be collected from on and off campus facilities
- · Allow viewing of images and data from on and off campus facilities
- · Allow searching for images by date, litter, mother or other criteria
- · Allow statistical calculations be performed on the measurements taken from the images

J. Laboratory of Cardiac Energetics MRI Database System

The system is used by the Magnetic Resonance Imaging (MRI) Section of the Laboratory of Cardiac Energetics in conjunction with Suburban Hospital. The database was initially developed with Microsoft Access but has recently been converted to a Microsoft SQL Server.

Data collected include the following: patient identification and history, MRI techniques, medications, MRI measurements, and observational items for each exam entered into the system. Diagram templates allow data elements to be added to depict the condition of the heart and aorta under different conditions. The system is capable of generating reports for both diagrams and textual data.

The input screens and database structure are in need of improvement to create a system that is easier to use and is more capable of protecting the integrity of the data collection. In addition, the users have expressed a long-term interest in changing this system to a web application to allow the sharing of the system and the data with researchers at other institutions.

III. New Applications

A. NHLBI Web System Development

NHLBI will develop applications (research grant, contract, administrative, and scientific) utilizing the latest Internet technology. These will allow, for example, NHLBI users and others, as appropriate, to access TABS data using a browser like Netscape Navigator or Microsoft Internet Explorer. NIH and the various ICs have already implemented several Web applications. One example is the Electronic Council Book. This application allows searching for and displaying research grant data and summary statements via the Web. Access is restricted to NHLBI council members and staff who have access. Developing applications using Internet technology has several advantages over the traditional client/server architecture. These include typically faster development times and the ability to access the application using standard Web Browsers rather than having to deploy custom client applications. Security is also an important concern. Since developing an application using Internet technology makes it available to a wide range of users both within and outside NHLBI, care must be taken to ensure that the proper access controls are provided. These factors must be carefully considered before implementing new NHLBI Web systems.

B. NHLBI Interface To IMPAC II

NHLBI information systems utilize data from the various IMPACII databases. Since these databases will change with new data fields being added and deleted, new tables being created and deleted, and indexes being added, deleted, and changed; major maintenance and modification to NHLBI databases and the programs that extract and download this data will be required.

The contractor shall monitor, analyze, and/or test and implement the appropriate changes and modifications to NHLBI systems and procedures as approved by the Project Officer.

C. Specialized Administrative Systems

The NHLBI presents special administrative challenges due to its size and diversity. Administrative applications tailored to the needs of the Extramural Programs and Intramural Research Programs (IRP) are required. The development of applications to address administrative problems will help increase the efficiency and effectiveness of the NHLBI. The contractor shall develop such specialized administrative systems as may be required, feasible, and approved by the Project Officer, in accordance with the examples and descriptions set forth below.

For example, NHLBI has a large population of foreign nationals among its employees. Immigration status information is an important part of the personnel history of these employees. A system to track and monitor these employees is required. This system shall provide detailed and timely reports that contain statistical information that is sorted by organization for the number and type of employees on board at any given time. This system can project accessions and separations and is critical to the successful management of the NHLBI personnel ceilings.

Procurement history of the IRP and laboratories shall be tracked to monitor spending and to assist in meeting NIH and procurement tracking and reporting requirements. The laboratories are large, have significant budgets, and are sometimes divided into segments (e.g., sections).

D. Scientific Data Management Systems

Due to the size of the IRP laboratories and the complexity of the information being generated, multiple requests exist for systems to track patient and laboratory data. Applications that track large clinical studies, DNA constructs, clinical reagents, and similar information are required. These applications shall allow researchers to maximize their scientific efforts. These applications shall be either IRP program wide or geared to a specific laboratory/brtanch needs. The implementation of program-wide systems will facilitate the compliance of NHLBI with NIH and Federal policy/ regulations. For example, a Patient Study Protocol System (much like the previously mentioned IASP) will need to be developed in order to track and manage the many and varied requirements for patients enrolling in protocols.

E. Data Analysis and Acquisition Systems

The development of specialized applications for the acquisition, management, and analysis of IRP laboratory data is important to the research community. Commercially available software systems typically cannot meet these complex requirements.

These systems shall be tied to the clinical and animal management applications to produce an integrated approach to the handling of laboratory data. Specialized instrument interface applications, which tie the acquisition of data directly to analysis and management applications, are also required. The applications shall provide a seamless interface between the generation of experimental data and computer based data analysis.

In addition, systems developed by other contractors may need to be maintained and supported with various levels of technical expertise including programming, system maintenance, data and statistical analysis, and hardware support.

F. Consolidation of NHLBI Application Databases

Currently most NHLBI applications have their own unique database. However, some key data elements, which are common to all applications, reside in each of these databases and are updateable

by several individuals. This presents the potential problem of not having the latest information available to all applications and associated users.

To address this problem, the contractor shall conduct a comprehensive analysis and shall develop a detailed design and plan for implementing a new NHLBI database schema. Given this design, a plan must be made for systematically changing designated applications. Current applications must be carefully modified and thoroughly tested prior to migrating to the new NHLBI database schema.